

RECORDATION NO. 10534 FILED P, Q, R

DEC 31 '97

11-45 AM

ALVORD AND ALVORD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

December 31, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two copies of a Summary of Security Agreement, dated as of December 31, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents and two copies of an Assignment of Lease and two copies of a Subordination Agreement, also a secondary document.

The enclosed documents relate to the Lease which was previously filed with the Commission under Recordation Number 10534.

The names and addresses of the parties to the enclosed documents are:

Debtor/Assignor: Locomotive Leasing Associates, L.L.C.
1819 Peachtree Road
Atlanta, GA 30309

Secured Party/
Assignee: BTM Capital Corporation
125 Summer Street
Boston, MA 02110

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BOARD

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Counterparts - *[Signature]*

Vernon A. Williams
December 31, 1997
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Subordination Agreement

Debtor: Momentum Leasing Advisors, LLC
595 Market Street
San Francisco, CA 94105

Secured Party: BTM Capital Corporation
125 Summer Street
Boston, MA 02110

A description of the railroad equipment covered by the enclosed documents is:

thirty-four (34) locomotives BN 5013-BN 5046

Also enclosed is a check in the amount of \$72.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

SUBORDINATION AGREEMENT

12-30-97
(Date)

BTM Capital Corporation
125 Summer Street
Boston, Massachusetts 02110

Re: Locomotive Leasing Associates, L.L.C. ("Debtor")
1819 Peachtree Road, Ste. 455 (Address)
Atlanta, Georgia 30309-1847

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Gentlemen:

The undersigned understands that you are entering into a Security Agreement (the "Security Agreement") with the above-named Debtor covering the financing of the property listed on Schedule A hereto (said property, all accessories, parts, repairs, replacements, substitutions, attachments, modifications, additions, improvements, upgrades and accessions of, to or upon said property, all proceeds, including insurance proceeds, thereof and therefrom, and all rights of Debtor therein and thereto, being hereinafter collectively called the "Subordinated Collateral"). For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby unconditionally agrees that any security interest which the undersigned may now or hereafter have in the Subordinated Collateral or any part thereof is subordinated in all respects to whatever right, title or security interest you may now or hereafter have in or to the Subordinated Collateral, and that your said right, title or security interest shall be senior and paramount to the rights of the undersigned in and to the Subordinated Collateral. The undersigned further agrees that in the event of any default by the Debtor under the Security Agreement or in the payment of any installment of principal, interest or premium on any Note secured by the Subordinated Collateral, you may exercise any and all of your remedies under the Security Agreement and any such Note, or at law, in equity or in bankruptcy, including the right to repossess and dispose of the Subordinated Collateral, without notice to, or the consent of, the undersigned.

So long as any Secured Obligations remain outstanding under the Security Agreement, the undersigned agrees that it shall not conclude a purchase from the Debtor of any interest of Debtor in the Subordinated Collateral or any lease relating thereto, without the payment in full, performance in full and discharge of all Secured Obligations (including without limitation the payment in full of the principal of all the Notes, and any and all interest and premium payable thereon).

Very truly yours,

Momentum Leasing Advisors, LLC

By: Richard L. Rockhold

(Authorized Signature)


Its: MANAGER

(Title)

545 MARKET STREET, SUITE 1940
(Address of Subordinating Lender)
SAN FRANCISCO, CA 94105

STATE OF California, COUNTY OF San Francisco TO WIT:

On this 30th day of December, 1997, before me personally appeared Richard L. Rockhold to me personally known, who being me duly sworn says that Richard L. Rockhold of Momentum Leasing Advisors, LLC that said instrument was signed and sealed on December 30, 1997, on behalf of said limited liability company by authority of its Manager; and have acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

 Rebecca A. Walden
Comm. #1076732
NOTARY PUBLIC - CALIFORNIA
City & County of San Francisco
Comm. Exp. Nov. 5, 1999
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0650f

Rebecca A. Walden
Notary Public
My commission expires: 11/5/99

SCHEDULE A TO
SUBORDINATION AGREEMENT
DESCRIPTION OF THE EQUIPMENT

THIRTY-FOUR (34) GE C30-7 MODEL LOCOMOTIVES LEASED TO THE BURLINGTON NORTHERN
RAILROAD COMPANY

General Description: Diesel Electric Locomotives
Freight Service
Six Axles

Model: C30-7

Year Built: 1979

Manufacturer: General Electric

Road Numbers:	BN5013	BN5014	BN5015
	BN5016	BN5017	BN5018
	BN5019	BN5020	BN5021
	BN5022	BN5023	BN5024
	BN5025	BN5026	BN5027
	BN5028	BN5029	BN5030
	BN5031	BN5032	BN5033
	BN5034	BN5035	BN5036
	BN5037	BN5038	BN5039
	BN5040	BN5041	BN5042
	BN5043	BN5044	BN5045
	BN5046		

Horsepower: 3,000 HP

Engine: GE FDL 16 Cylinder
Turbocharged

Traction Alternator: GTA 11

Traction Motors: GE 752